Sexual & Violent Offender Registration Agreement

THIS AGREEMENT is made and entered into this 24th day of March, 2026 by and between the **CITY OF MISSOULA, MONTANA**, a municipal corporation organized and existing under the laws of the State of Montana, 435 Ryman Street, Missoula, Montana 59802, hereinafter referred to as "City" and **MISSOULA COUNTY**, a political subdivision of the State of Montana, 200 West Broadway, Missoula, Montana 59802, hereinafter referred to as "County".

In consideration of the mutual covenant and agreements herein contained, the receipt and sufficiency whereof being hereby acknowledged, the parties hereto agree as follows:

1. **Purpose:** The County will provide Sexual & Violent Offender Registration services for the City.

2. **Term of Agreement:** The initial term of this Agreement shall be July 1, 2026 through June 30, 2028 shall be automatically renewed each fiscal year unless terminated by either party per Section 9 of this Agreement.

3. **Scope of Work:** County will perform all necessary services required for registering sexual and violent offenders with the State of Montana, including submission to the State of Montana.

4. **Payment:** City agrees to pay County **$94,581** per year for the services set forth in Section 1. City agrees to increase this amount by 4% per year for term of this agreement:

   July 1, 2026-June 30, 2027 = **$94,581.00**
   July 1, 2027-June 30, 2028 = **$98,364.00**

5. **Records:** County shall maintain reasonable and sufficient records related to the performance of this Agreement to enable the City to document the performance of this Agreement. County shall provide access to those records by the City and any independent auditor or to representative of the state or federal government subject to requirements of confidentiality as determined by State and federal law.

6. **Professional Service:** County agrees that all services and work performed hereunder will be accomplished in a professional manner.

7. **Compliance with Laws:** County agrees to comply with all federal and state laws, rules and regulations, including those provisions of Title 46, Chapter 23, Part 5, MCA.

8. **Nondiscrimination:** County agrees that all hiring by County of persons performing this Agreement will be on the basis of merit and qualification and there shall be no discrimination in employment on the basis of race, ancestry, color, physical or mental disability, religion, national origin, sex, age, marital or familiar status, creed, ex-offender status (with the exception of convictions for violent crime including partner family member assault, stalking, sexual assault, child abuse or sexual intercourse without consent), physical condition, political belief, public assistance status, sexual orientation, gender identity or expression, except where these criteria are reasonable bona fide occupational qualifications.

9. **Termination:**

a. **Termination for cause**. If either party fails to comply with any condition of this Agreement at the time or in the manner provided for, the other party, at its option, may terminate this Agreement and be released from all obligations if the default is not cured within ten (10) days after written notice is provided to the defaulting party. Said notice shall set forth the items to be cured. Additionally, the non-defaulting party may bring suit for damages, specific performance, and any other remedy provided by law. These remedies are cumulative and not exclusive. Use of one remedy does not preclude use of the others. Notices shall be provided in writing and hand-delivered, mailed or electronically delivered to the parties at the addresses set forth in Section 12 of this Agreement.

b. **Termination without cause**. Either party may terminate this Agreement without cause by providing the other party a six-month written notice of its intent to terminate the Agreement.

c. **Payment**. If the Agreement is terminated prior to completion, City shall be responsible for paying County for completed work within thirty (30) days. If payment has already been provided to the County for services according to this Agreement, County will be responsible for returning the pro-rated portion of the payment provided.

10. **Modification and Assignability**. This document and its attachments contain the entire agreement between the parties and no statements, promises or inducements made by either party or agents of either party, which are not contained in this written Agreement, may be considered valid or binding. This Agreement may not be enlarged, modified or altered except by written agreement signed by both parties hereto. The County may not subcontract or assign County's rights, including the right to compensation or duties arising hereunder, without the prior written consent of the City. Any subcontractor or assignee will be bound by all of the terms and conditions of this Agreement.

11. **Public Access to Information**. Both parties agree that they are local government entities and their records are subject to disclosure under Montana Law. Certain information may be protected from disclosure. Protected information includes confidential criminal justice information, information concerning an individual privacy interest, legitimate trade secrets and other constitutionally protected proprietary information and certain information relating to individual and public safety. The parties agree to confer prior to disclosure of information relating to this Agreement and its performance which may include protected information.

12. **Principal Contacts**. All notices, demands, consents and reports must be given in writing and delivered personally or mailed to the following designated contacts:

City's Designated Contacts:

Andrea Davis
Mayor
435 Ryman Street
Missoula, Montana 59802

Dale Bickell
Chief Administrative Officer
435 Ryman Street
Missoula, Montana 59802

Michael J. Colyer
Chief of Police
435 Ryman Street
Missoula, MT 59802

County's Designated Contacts:

Sheryl Ziegler
Detention Commander
2340 Mulland Road
Missoula, Montana 59808

13. **Applicability**. This Agreement and any extension hereof shall be governed and construed in accordance with the laws of the State of Montana. In the event of litigation concerning this Agreement, venue shall be in the 4th Judicial District in and for the County of Missoula, Montana.

14. **Severability**. Should any part of this Agreement be deemed invalid or unenforceable under applicable law, that provision shall be ineffective to the extent of such invalidity only, without in any way affecting the remaining parts of said provision or the remaining provision of this Agreement.

15. **Waiver**. No waiver of compliance with any provision or condition of this Agreement shall constitute a waiver of any other provision or condition previously waived as to new circumstance or events.

IN WITNESS WHEREOF, the parties hereto have executed this instrument this day and year first above written.

CITY OF MISSOULA

_____
Andrea Davis, Mayor

ATTEST:

_____
Claire Trimble, City Clerk

COUNTY OF MISSOULA

_____
Juanita Vero, County Commissioner

_____
Josh Slotnick, County Commissioner

_____
Dave Strohmaier, County Commissioner

ATTEST:

_____
Tyler R. Gernant, Clerk and Recorder

APPROVED AS TO FORM AND CONTENT:

_____
Patrick Lowney, Deputy City Attorney